

# Exhibit 8



1593 Spring Hill Road  
Suite 600  
Vienna, VA 22182

**VIA Electronic Mail**

June 26, 2020

Ms. Maggie Wilson  
maggie.wilson@tn.gov

**Re: RFP No. 32901-31202 Inmate Behavioral Health Services**

Dear Ms. Wilson:

Thank you for your email communication today regarding the above referenced RFP. We understand the State is requesting we withdraw the "Cost Proposal Narrative and Introduction" language we submitted along with our completed "Cost Proposal & Scoring Guide" form. We agree to this request, and hereby withdraw the narrative content that accompanied our original Cost Proposal.

For clarification, Centurion took no exception to the pricing or staffing requirements in the RFP. The narrative language in our original submission did not suggest any changes to the minimum staffing patterns required in the solicitation, but simply discussed the impact of the requirements in the RFP on the staffing pattern of the current contract.

We look forward to the opportunity to discuss the merits of our proposal with the evaluation team. In the meantime, do not hesitate to reach out to us for any further clarification.

Sincerely,

Steven H. Wheeler  
Chief Executive Officer  
Phone: (703) 749-4600  
Fax: (703) 749-1630  
Email: [SWheeler@TeamCenturion.com](mailto:SWheeler@TeamCenturion.com)

1-800-416-3649

[CenturionManagedCare.com](http://CenturionManagedCare.com)

BOND NO. 1

**PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS:** that We,

Centurion of Tennessee, LLC  
 1593 Spring Hill Road  
 Suite 600  
 Vienna, VA 22182  
 (703) 749-4600

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Federal Insurance Company (Chubb)  
 202B Halls Mill Road  
 Whitehouse Station, NJ 08889  
 (312) 529-6876

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Indiana and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office ("State"), whose principal address is 312 Rosa L. Parks Avenue, 3<sup>rd</sup> Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of one hundred and eighteen million two hundred and ninety-six thousand nine hundred and thirty-three dollars (\$123,513,819.00) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with State for Inmate Behavioral Health Services (Solicitation No. 32901-31202) (the "Contract") in accordance with the scope of services and deliverables (the "Scope") set forth in Section E.2. of the Contract.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and
3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

Authority Granted By Tenn. Comp. R. & Regs. 0690-03-01-.07 and Tenn. Code Ann. § 12-3-502

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this 20th day of August, 20 20, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:

Centurion of Tennessee, LLC

By: [Signature]  
(Contractor's authorized signatory)

Steven H. Wheeler, Chief Executive Officer  
(Printed name and title)

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

On this 20th day of August, 20 20, before me personally appeared Steven H. Wheeler, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

[Signature]  
Notary Public  
Printed Name: Sandra Zelaya  
Commission Expires: 2/28/2021



Authority Granted By Tenn. Comp. R. & Regs. 0690-03-01-.07 and Tenn. Code Ann. § 12-3-502

Signed, sealed and delivered  
In the presence of:

SURETY:

Federal Insurance Company (Chubb)

By: \_\_\_\_\_  
(Surety's authorized signatory)

\_\_\_\_\_  
(Printed name and title)

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_  
\_\_\_\_\_